

RECORDATION NO. 19605-N ^N FILED

HOGAN & HARTSON
L.L.P.

SEP 09 '03

3-51 PM

SURFACE TRANSPORTATION BOARD

COLUMBIA SQUARE
555 THIRTEENTH STREET, NW
WASHINGTON, DC 20004-1109
TEL (202) 637-5600
FAX (202) 637-5910
WWW.HHLAW.COM

**Writer's Direct Dial
(202) 637-6567**

September 8, 2003

BY HAND DELIVERY

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Pursuant to the provisions of 49 U.S.C. § 11301 and in accordance with 49 C.F.R. § 1177, one original and one fully executed and verified counterpart of the document described below are enclosed herewith for filing and recordation.

This secondary document is a Fourth Supplemental Trust Agreement, dated as of September 4, 2003.

The primary document to which this supplemental agreement is connected is recorded under Recordation No. 19605.

The names and addresses of the parties to these documents are as follows:

| | |
|---------|---------------------------------------------------------------------------|
| TRUSTEE | Bank One, N.A. 1 Bank One Plaza Chicago, IL 60670 |
| COMPANY | Union Tank Car Company 225 West Washington Street Chicago, IL 60606 |

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Mr. Vernon A. Williams
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The Equipment involved in this transaction is more fully described on Schedules A and B attached to this secondary document and made a part hereof.

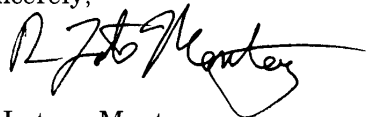
Enclosed is a payment in the amount of \$30.00 to cover the required recording fee. Please return the original and any copies not needed by the Board to the bearer.

A short summary of the document to appear in the index follows:

Fourth Supplemental Trust Agreement, Series 25, dated as of September 4, 2003, between Union Tank Company and Bank One, N.A., as Trustee.

The purpose of the Fourth Supplemental Trust Agreement, Series 25, is to document the removal of 287 railroad cars ("Equipment") from the list of Equipment and to add 259 railroad cars that are being substituted therefore.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Latane Montague", with a long horizontal flourish extending to the right.

R. Latane Montague
Attorney for purposes of this filing

Enclosures

cc: Patrick J. Allen, Esq. – The Marmom Group, Inc. (w/enc.)

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SURFACE TRANSPORTATION BOARD

FOURTH SUPPLEMENTAL TRUST AGREEMENT

UNION TANK CAR COMPANY (SERIES 25)

THIS FOURTH SUPPLEMENTAL TRUST AGREEMENT, dated as of September 4, 2003, by and between Union Tank Car Company ("Company"), a corporation duly organized and existing under the laws of Delaware, and Bank One, NA ("Trustee").

Recitals

A. Company has heretofore executed and delivered to Trustee an Equipment Trust Agreement dated as of September 20, 1995 ("Trust Agreement") providing for the issue of its Equipment Certificates (Series 25).

B. Company desires to comply with Section 4.07 of the Trust Agreement by the execution of a Supplement thereto, to evidence the inclusion of Equipment as a part of the Trust Equipment under the Trust Agreement.

Agreement


Company hereby covenants and agrees with Trustee, for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates, as follows:

1. Substitution of Equipment. The Equipment described in Schedule A hereto is hereby substituted for the Equipment described in Schedule B hereto.
2. Substituted Equipment Subject to Trust Agreement. The Equipment described in Schedule A hereto is hereby included as part of the Trust Equipment under the Trust Agreement and is and shall be subject to all the terms and conditions of the Trust Agreement in all respects. The Equipment described in Schedule B hereto is hereby removed from the list of Trust Equipment under the Trust Agreement and is no longer subject to any provisions of the Trust Agreement.
3. Concerning Trustee. Trustee accepts the provisions of this Supplemental Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement, as amended. Without limiting the generality of the foregoing, Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statement of Company. Trustee makes no representations and shall have no responsibility as to the validity of this Supplemental Trust Agreement.
4. Miscellaneous. Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed and all the terms, provisions and conditions thereof shall be


and remain in full force and effect. The Supplemental Trust Agreement may be executed in any number of counterparts, each of which shall be an original.

Company and Trustee have caused this Supplemental Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date first stated above.

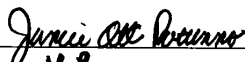
UNION TANK CAR COMPANY

By: 
Mark J. Garrette,
Vice President

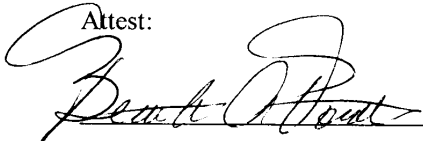
Attest:


Robert W. Webb, Secretary

BANK ONE, NA,
as Trustee

By: 
Title: V.P.

Attest:

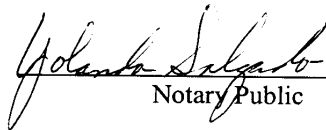


STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 4th day of September 2003, before me personally appeared Mark J. Garrette, and Robert W. Webb, to me personally known, who being by me duly sworn, say that they are, respectively, Vice President and Secretary of Union Tank Car Company, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and the said individuals acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



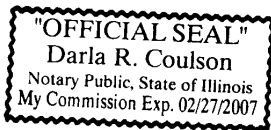
[Notarial Seal]


Notary Public

My commission expires: 11/09/05

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On this 5th day of September 2003, before me personally appeared James OTT Rotondo, to me personally known, who being by me duly sworn, say that he/she is vice President, of Bank One, NA, that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and the said individual acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



[Notarial Seal]


Notary Public

My commission expires:

UNION TANK CAR COMPANY - TREASURERS DEPARTMENT
DESCRIPTION OF EQUIPMENT FOR SUBSTITUTION
SCHEDULE A
EQUIPMENT TRUST SERIES: R025 (SERIES R-25)

| <u>QUANTITY</u> | <u>A.A.R. MECHANICAL DESCRIPTION CODE</u> | <u>CAPACITY IN (GAL./CUFT.)</u> | <u>ROAD NUMBERS</u> |
|-----------------|-------------------------------------------------------|-----------------------------------------|------------------------------------------------------------------------------------------------------|
| 45 | T 105 | 20,600 GAL. | UTLX 646511-646517, 646519-646528, 646530-646532, 646638-646645, 646655-646670, 646673 |
| 23 | T 106 | 24,300 GAL. | UTLX 203153, 203160-203167, 203169- 203180, 203191-203192 |
| 100 | T107 | 25,800 GAL. | UTLX 646534-646587, 662520-662565 |
| 55 | T389 | 33,800 GAL. | UTLX 950253-950256, 950264-950269, 950274, 950316-950342, 950402-950403, 950405, 950412-950425 |
| 21 | T419 | 33,800 GAL. | UTLX 950352-950372 |
| 15 | T 907 | 25,700 GAL. | UTLX 901558, 901572, 901576, 901578- 901583, 901585-901587, 901590, 901592, 901594 |
| <hr/> | | | |
| 259 | TOTAL | | |

UNION TANK CAR COMPANY - TREASURERS DEPARTMENT
WRECKED/RETIRED CARS
SCHEDULE B
EQUIPMENT TRUST SERIES: R025 (SERIES R-25)

| <u>QUANTITY</u> | <u>A.A.R. MECHANICAL DESCRIPTION CODE</u> | <u>CAPACITY IN (GAL./CUFT.)</u> | <u>ROAD NUMBERS</u> |
|-----------------|-------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 287 | C112 | 3,000 CUFT. | RGCX 300-304, 306-325, 328-378, 380-435, 437-466, 468, 470-509, 511-515, 517-530, 532-543, 545-578, 580, 582-599 |
| <u>287</u> | <u>TOTAL</u> | | |